

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
United States

CONTRACT



Vendor ID 0000297048
Adaptive Communications LLC
230 Commerce Way Ste 100
Portsmouth NH 03801
United States

Contract ID 0000000000000000000017895		Page 1 of 3
Contract Dates 07/16/2010 to 07/31/2012		Origin CPS
Description: NETWORKING EQUIPMENT & SERVICE		Contract Maximum \$9,999,999.00
Buyer Name McIntyre, John	Buyer Phone	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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1		JUNIPER NETWORKS HARDWARE & SOFTWARE	EA	0.00100	0.00	0.00
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	JUNIPER NETWORKS HARDWARE & SOFTWARE PRODUCTS	- 42% OFF LIST PRICE
	JUNIPER NETWORKS MAINTENANCE / SUPPORT	- AT LIST PRICE

2		SERVICE- INSTALLATION, PRE & POST SALES	EA	0.00100	0.00	0.00
		SUPPORT, AND MISC SERVICES				

SUPPORT SERVICE: RATES APPLY FOR BOTH JUNIPER NETWORKS AND ARUBA NETWORKS. SERVICE IS AVAILABLE FOR ROUTING & SWITCHING SERVICES, DESIGN SERVICES, VPN & SECURITY SERVICES, AND WIRELESS LAN SERVICES.

RESOURCE	HOURLY RATE	AFTER HOURS RATE
ROUTING AND SWITCHING SPECIALIST	\$225. /HR	\$275. /HR
DESIGN SPECIALIST	\$250. /HR	\$300. /HR
VPN & SECURITY SPECIALIST	\$200. /HR	\$250. /HR
VOICE & VIDEO SPECIALIST	N/A	N/A
WIRELESS LAN SPECIALIST	\$225. /HR	\$275. /HR

3		ARUBA NETWORKS HARDWARE & SOFTWARE	EA	0.00100	0.00	0.00
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	ARUBA NETWORKS HARDWARE & SOFTWARE PRODUCTS	- 30% OFF LIST PRICE
	ARUBA NETWORKS MAINTENANCE / SUPPORT	- AT LIST PRICE
	(SEVERAL ARUBA PRODUCTS INCLUDE A LIFETIME WARRANTY)	

CONTRACT TERMS AND ADDITIONAL INFORMATION

CONTRACT TERM: CONTRACT IS WRITTEN FOR AN INITIAL TWO YEAR TERM WITH OPTIONS TO EXTEND FOR TWO ADDITIONAL ONE YEAR TERMS. THE INITIAL CONTRACT PERIOD IS JULY 16, 2010 TO JULY 31, 2012.

PERFORMANCE MEASUREMENTS

1. DELIVERY IS REQUIRED WITHIN TWO WEEKS OF ACCEPTANCE OF A PURCHASE ORDER, UNLESS THE CONTRACTOR HAS ADVISED THE CUSTOMER ON AN ALTERNATE DELIVERY SCHEDULE. (EXAMPLE- LONGER LEADTIME DUE TO MANUFACTURING CYCLE WHEN ORDERED FROM OEM)

THE ACCEPTABLE QUALITY LEVEL FOR ON TIME DELIVERY WILL BE 99%; THE CUSTOMER WILL REPORT ANY DELIVERIES THAT DO NOT MEET THE CONTRACTORS PROMISED DELIVERY DATE TO THE STATE CONTRACT MANAGER. CONTRACTORS DELIVERY PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE STATE OF VERMONT (SOV) AND THE CONTRACTOR.

2. THE CONTRACTOR MUST COMPLETE THE REPORTING REQUIREMENTS OUTLINED IN THE RFP AND IN THIS CONTRACT. A FAILURE BY THE CONTRACTOR TO COMPLETE THEIR QUARTERLY REPORTING ON TIME IN TWO CONSECUTIVE QUARTERS WILL RESULT IN A CONTRACT REVIEW WITH POTENTIAL CONSEQUENCES AS SEVERE AS TERMINATION.

3. ORDERING - SUPPLIER MUST RESPOND TO CUSTOMERS REQUESTS FOR TECHNICAL INFORMATION, PRICING, AND DELIVERY INFORMATION WITHIN 48 HOURS OR LESS OF THE FIRST CONTACT BY THE CUSTOMER. THE STATE WILL REQUIRE A 99% COMPLIANCE TO THIS REQUIREMENT, WITH THE CUSTOMER REPORTING ANY CONTRACTOR NON-COMPLIANCE TO THE STATE CONTRACT MANAGER. THE CONTRACTORS CUSTOMER RESPONSE PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE SOV AND THE CONTRACTOR.

4. THE CONTRACTOR MUST MAINTAIN THEIR PARTNERSHIP CERTIFICATION LEVELS AS A CONDITION OF THIS CONTRACT. FOR JUNIPER: CONTRACTOR WILL MAINTAIN THEIR CERTIFICATION LEVEL OF "ESP ELITE" (TYPE OF CERTIFICATION IS ESP, ENTERPRISE SOLUTION PROVIDER, AND THE LEVEL IS "ELITE"). FOR ARUBA: CONTRACTOR WILL MAINTAIN THEIR CERTIFICATION LEVEL OF "PLATINUM" THE STATE CONTRACT MANAGER WILL CHECK THE CONTRACTORS CERTIFICATION LEVEL / RATING QUARTERLY WITH JUNIPER AND ARUBA, AND, SHOULD THE SUPPLIER FAIL TO MAINTAIN THEIR CURRENT LEVEL OF CERTIFICATION THE STATE MAY TERMINATE THIS CONTRACT.

5. WHEN THE CONTRACTOR PERFORMS NETWORK RELATED SERVICES , THE CONTRACTOR WILL BE REQUIRED TO MEET

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REQUIREMENTS ON AN AGREED TO CUSTOMER "STATEMENT OF WORK" (SOW). THE CONTRACTOR WILL MEET THE REQUIREMENTS OF THE SOW TO AN ACCEPTANCE QUALITY LEVEL (AQL) OF 100%. THE CUSTOMER WILL DETERMINE THE ACCEPTABILITY OF WORK AND ANY FAILURE ON THE PART OF THE CONTRACTOR TO MEET THE REQUIREMENTS OF THE SOW WILL BE REPORTED TO THE STATE CONTRACT MANAGER. THE CONTRACTORS NETWORK RELATED SERVICES PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE SOV AND THE CONTRACTOR.						

RFQ DATED March 01, 2010 AND RESPONSE TO RFQ DATED MARCH 25, 2010 ARE MADE AS PART OF THIS CONTRACT

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS DATED 01/08/2009 AND ATTACHMENT D: STATE OF VERMONT COMMODITY PURCHASES TERMS AND CONDITIONS DATED 01/08/2009 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

QUANTITY: QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE AND MAY BE INCREASED OR DECREASED TO MEET ACTUAL REQUIREMENTS.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT OR ANY PORTION THEREOF PROVIDING, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR CONSISTENT WITH THE TERMS OF THE CONTRACT.

DELIVERY: ALL PRICING INCLUDES F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE DIVISION OF PURCHASING AND CONTRACT ADMINISTRATIONS TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICE. DELIVERIES, WHICH DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT, SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES. INVOICE DETAIL WILL INCLUDE THE FOLLOWING INFORMATION: DESCRIPTION, MODEL, VERSION, AND SERIAL NUMBER; FOR OPTIONAL MAINTENANCE SUPPORT PRODUCTS, CONTRACTOR WILL INCLUDE DETAILS FOR SERVICE/SUPPORT THAT IS TIED TO A SPECIFIC PIECE OF HARDWARE, AND INVOICE WILL INDICATE THE SUPPORT PACKAGE EXPIRATION DATES.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

USAGE REPORTING: CONTRACTOR WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORTS. THESE REPORTS WILL COVER THE FOLLOWING TIME PERIODS, AND MUST BE SENT TO THE PURCHASING AGENT NO MORE THAN FIFTEEN (15) DAYS AFTER THE END OF THE IDENTIFIED REPORTING PERIOD: EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER, THE USING DEPARTMENTS ADDRESS, CONTACT NAME AND TELEPHONE NUMBER, PRODUCT ORDERED, QUANTITY ORDERED, QUANTITY SHIPPED, PRICE CHARGED WITH TOTALS FOR EACH PRODUCT FOR EACH REPORT PERIOD.

REPORTING PERIODS: THE FIRST REPORT MUST BE RECEIVED BY THE END OF THE FIRST QUARTER AND QUARTERLY THEREAFTER IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 - MARCH 31 ** REPORT DUE: APRIL 15

REPORTING PERIOD: APRIL 1 - JUNE 30 ** REPORT DUE: JULY 15

REPORTING PERIOD: JULY 1 - SEPTEMBER 30 ** REPORT DUE: OCTOBER 15

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Buyer Name McIntyre, John	Buyer Phone	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
REPORTING PERIOD: OCTOBER 1 - DECEMBER 31 ** REPORT DUE: JANUARY 15						

THIS CONTRACT IS ALSO ISSUED ON BEHALF OF THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VT AND THE VERMONT TECHNICAL COLLEGE. THIS ALSO APPLIES TO THE UNIVERSITY OF VERMONT.

POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN THIS CONTRACT AT THE SAME TERMS AND CONDITIONS,

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.
PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER / PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT:
http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS & GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY.

CONTACT INFORMATION: TO PLACE ORDERS OR REQUEST INFORMATION.
CONTACT - DOUG HART AT 617-549-5850
dhart@adaptcom.com
COMPANY INFORMATION CAN BE FOUND AT www.adaptcom.com

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:
JOHN MCINTYRE
PURCHASING AGENT
802-828-2210
FAX 802-828-2222
john.mcintyre@state.vt.us

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____